

REMARKS

The specification has been amended in order to bring it into compliance with 37 C.F.R. § 1.72(b), including the submission of an Abstract. Support for the amendments to the specification is found on pages 5-6 and the claims as originally filed.

Claims 1, 3 and 6-10 are pending and under consideration. Claims 6 and 7 have been amended to more clearly claim the invention described in the specification. Claim 6 has been amended to recite that “the service connection is disconnected by the service provider following the complete billing of the fee for the requested service.” Claim 7 has been amended to recite that “billing is terminated if the service line is disconnected before complete billing of the fee for the requested service.” Support for the amendment to claims 6 and 7 is found throughout the specification as filed. In particular, Applicant notes that the term “unterbrochen” used in the German language priority document is best translated into English as “disconnected” in the telecommunication field.

No new matter is introduced by the amendments to the specification or the claims.

1. The Objections To The Drawings Are In Error

The Examiner has objected to the drawings, allegedly, as being informal and without labels and reference numbers. The Examiner also alleges that the drawings do not meet the requirements of 37 C.F.R. § 1.84(p)(5) as steps 5-7 are not described in the specification.

Applicant respectfully disagrees with the Examiner. The drawings, Figures 1-7 on 3 sheets, as originally submitted fully comply with Rules 81 to 84. The figures contain labels and reference numbers (in this case lettering, which is not prohibited) which labeling

and lettering are fully explained in the specification in the newly added section concerning the drawings on page 2 and on pages 5-6 of the specification as originally filed. Further, Applicant notes that steps 5-7 are described in the specification at page 6, line 4 to line 24 of the specification as originally filed.

In view of the foregoing, Applicant respectfully submits the withdrawal of the objections to the drawings.

2. The Rejection Under Section 112 Has Been Obviated

Claim 6 is rejected under 35 U.S.C. § 112, second paragraph, as being, allegedly, indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention. In particular, the Examiner alleges that it is unclear from the specification how the method wherein the service line is interrupted by a service provider following complete billing for a requested service.

In response, Applicant has amended claim 6 to recite that “the service connection is disconnected by the service provider following the complete billing of the fee for the requested service.” In view of the amendment to claim 6, Applicant respectfully submits that the rejection has been obviated and requests removal of the Section 112, second paragraph rejection.

3. The Rejection Under Section 102 Is In Error

Claims 1, 3, 6 and 8-10 are rejected under 35 U.S.C. § 102(e) as, allegedly, anticipated by European Patent Application Publication No. 0 765 068 A2 to Yzhak Ronen (“Ronen”). According to the Examiner, Ronen teaches a method of billing a fee for a service via an electronic route as claimed in claims 1, 3, 6, 8, 9 and 10.

Applicant respectfully disagrees. Ronen contains broad disclosure of methods

for billing for an Internet-based information service or interactive service by setting up a real or virtual telephone call to a 900-number-type service. Applicant notes that 900-number-type services are the North American equivalent of the “0190 number” German service described in the present application. However, Ronen does not disclose or suggest step d) of claim 1, and in particular fails to disclose or suggest using the final number of the service connection as an order code. In contrast, Ronen discloses using the “ANI” (*i.e.* the *user’s* telephone number) as a mechanism to associate the Internet service with the 900 call (Ronen col. 9, lines 15-17), or, alternatively, using a touch-toned identification number (col. 9 line 30-col. 10 line 2). Further, Ronen is replete with references in the singular to “the ISP’s 900 number” and the like, indicating that Ronen never contemplated the use of multiple 900 numbers per ISP, which would be necessary to use the final number of the service connection as an order code.

In order for a reference to anticipate a claim, each and every element of the claim must be disclosed in that one reference. *Orthokinetics, Inc. v. Safety Travel Chairs, Inc.*, 806 F.2d 1565 (Fed. Cir. 1985). “Anticipation under Section 102 can be found only if a reference shows exactly what is claimed . . .” *Structural Rubber Prod. Co. v. Park Rubber Co.*, 749 F.2d 707 (Fed. Cir. 1984). Ronen does not disclose each and every element of the claimed invention since Ronen does not disclose or suggest releasing the requested service to the buyer by the service provider, whereby an order code is allocated and transmitted to the service buyer during transmission of the telephone service number by the service provider, and Ronen, in particular, fails to disclose or suggest using the final number of the service connection as an order code. Since Ronen does not disclose each and every element of the claimed invention, Ronen cannot anticipated the claimed invention. Thus, Applicant respectfully requests that the Section 102(e) rejection be withdrawn.

4. The Rejection Under Section 103(a) Is In Error

Claim 7 is rejected under 35 U.S.C. § 103(a) as, allegedly, obvious over European Patent Application Publication No. 0 765 068 A2 to Yzhak Ronen (“Ronen”). According to the Examiner, it would have been *prima facie* obvious to one of ordinary skill in the art that if the service were to be interrupted then billing would accordingly be terminated.

Applicant respectfully disagrees. Preliminarily, Applicant notes that since claim 7 is dependent on allowable claim 1, the subject matter of which is neither anticipated by nor rendered obvious by Ronen, then claim 7 also should be allowable. Further, Applicant respectfully submits that the Examiner has misconstrued claim 7, in that it calls for billing to cease if provision of the service is interrupted. Instead, claim 7 claims termination of billing if the “service line” (*i.e.*, the connection to the 900 or 0190-type number) is disconnected, which is neither taught nor suggested by Ronen.

To establish a *prima facie* case of obviousness, three basic criteria must be met. First, the prior art reference(s) must teach or suggest all the claim limitations. Second, there must be some suggestion or motivation, either in the references themselves or in the knowledge generally available to one of ordinary skill in the art, to modify the reference or to combine reference teachings. Third, there must be a reasonable expectation of success. A *prima facie* case of obviousness has not been made with regard to the pending claims. As there is nothing in Ronen to suggest that billing is terminated if the service line is disconnected before complete billing of the fee for the requested service, Ronen does not render obvious the claimed invention.

CONCLUSION

Applicant respectfully requests that the above-made amendments and remarks

of the present response be entered and made of record in the file history present application.

Applicant requests that the Examiner call the undersigned at (212) 326-3939 if any questions or issues remain.

Respectfully submitted,

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